

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CYMBIDIUM RESTORATION TRUST,

Plaintiff,

v.

AMERICAN HOMEOWNER
PRESERVATION TRUST SERIES
AHP SERVICING, it's Trustee, U.S.
BANK TRUST, N.A.; AHP CAPITAL
MANAGEMENT, LLC; AMERICAN
HOMEOWNER PRESERVATION
SERIES 2015+; its Trustee, U.S. BANK
TRUST NATIONAL ASSOCIATION;
AHP SERVICING, LLC, and JORGE
NEWBERY,

Defendants.

AMERICAN HOMEOWNER
PRESERVATION TRUST SERIES
AHP SERVICING, AHP
CAPITAL MANAGEMENT, LLC;
AMERICAN HOMEOWNER
PRESERVATION TRUST
SERIES 2015A+; and AHP
SERVICING, LLC,

Counter-Plaintiffs,

CASE NO. 2:24-CV-00025

MINUTE ORDER

v.

CYMBIDIUM RESTORATION TRUST,

Counter-Defendant.

AMERICAN HOMEOWNER
PRESERVATION TRUST SERIES AHP
SERVICING; AHP CAPITAL
MANAGEMENT, LLC; AMERICAN
HOMEOWNER PRESERVATION TRUST
SERIES 2015A+; and AHP SERVICING,
LLC,

Third-Party Plaintiff,

v.

OAK HARBOR CAPITAL, LLC;
ATLANTICA, LLC; LAND HOME
FINANCIAL SERVICES,
INC.; WWR MANAGEMENT, LLC;
SOUTH WATUPPA, LP; MAGERICK,
LLC; and WEINSTEIN & RILEY, PS,

Third-Party Defendants.

The following Minute Order is made by direction of the Court, the Honorable Jamal N. Whitehead, United States District Judge. Defendants/Counter-Plaintiffs/Third-Party Plaintiffs American Homeowner Preservation Trust Series AHP Servicing, American Homeowner Preservation Trust Series 2015A+'s, AHP Capital Management, LLC, and AHP Servicing, LLC ("AHP Entities") moved for leave to file the Mortgage Loan Sale Agreement with Repurchase Obligation ("MLSA") and the First Amendment to the MLSA under seal. Dkt. No. 31.

1 “There is a strong presumption of public access to the court’s files,” which
2 may be overcome in some cases. LCR 5(g); *see also Foltz v. State Farm Mut. Auto.*
3 *Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003) (“In this circuit, we start with a strong
4 presumption in favor of access to court records.”). Among other things, a party
5 moving to file a document under seal must meet and confer with “*all other parties* in
6 an attempt to reach agreement on the need to file the document under seal, to
7 minimize the amount of material filed under seal, and *to explore redaction and other*
8 *alternatives to filing under seal.*” LCR 5(g)(3)(A) (emphasis added).

9 Through counsel, AHP Entities spoke with Plaintiff/Counter-Defendant
10 Cymbidium Restoration Trust generally about the confidential nature of the
11 contract documents during the parties’ Rule 26(f) conference. *See* Dkt. No. 31-1. But
12 the parties—all parties—have not met and conferred about the appropriateness of
13 filing these documents under seal or whether less restrictive means, such as
14 redaction, will suffice.

15 Accordingly, the Court denies the motion without prejudice because the meet
16 and confer requirement has not been satisfied. *See* LCR 5(g).

17 The Court directs AHP Entities to meet and confer with all parties before
18 refiling the motion. The Court also reminds the parties that failure to respond to a
19 good faith meet-and-confer request may warrant sanctions.

20
21 Dated this 23rd day of February 2024.
22
23

Ravi Subramanian

Clerk

/s/Kathleen Albert

Deputy Clerk